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IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Stacey G. Lievens aka Stacey Stacey Green Canfield	G Canfield tka <u>Debtor</u>	CHAPTER 13
Toyota Motor Credit Corporat	ion <u>Movany</u>	NO. 19-15326 MDC
Stacey G. Lievens aka Stacey Stacey Green Canfield	G Canfield fka <u>Debtor</u>	11 U.S.C. Section 362
William C. Miller, Esquire	Trustee	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

- 1. The post-petition arrearages referenced in the motion have been cured, and Debtor(s) is/are current on post-petition loan payments through March 16, 2020.
- 2. Debtor(s) shall maintain post-petition contractual monthly loan payments due to Movant going forward, beginning with the payment due April 16, 2020 in the amount of \$502.72.
- 3. In the event that the payments under Section 2 above are not tendered, the Movant shall notify Debtor(s) and Debtor(s) attorney of the default in writing and the Debtor(s) may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant immediate relief from the automatic stay, under which the stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 4. The stay provided by Bankruptcy Rule 4001(a)(3) is waived with respect to any Court Order approving of this stipulation and/or ordering relief per the terms agreed upon herein.
- 5. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 6. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

right to seek reimbursement of any amounts not included in this stipulation, including fees and costs,

The provisions of this stipulation do not constitute a waiver by the Movant of its

7.

due under the terms of the vehicle and applicable law. Date: February 28, 2020 By: /s/ Rebecca A. Solarz, Esquire Attorney for Movant Date: 10/APCH 3, 2020 Stagev G. Lievens aka Stacey G Cantield fka Stacey Green Canfield Debtor eanne Marie Cella, Esquire Attorney for Debtor 3/6/2020 NO OBJECTION William C. Miller, Esquire Chapter 13 Trustee 2020. However, the court Approved by the Court this _____ day of _ retains discretion regarding entry of any further order. Bankruptcy Judge

Magdeline D. Coleman